

**LEASE AGREEMENT  
BETWEEN  
PLAYA DEL MAR ASSOCIATION, INC.  
AND  
BROWARD COUNTY**

This LEASE AGREEMENT ("Agreement") between Playa Del Mar Association, Inc., a Florida corporation, whose address is 3900 Galt Ocean Drive, Fort Lauderdale, Florida 33308 ("Association"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), is entered into and effective as of July 1, 2018 ("Effective Date"). The Association and the County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

**RECITALS**

A. The Association is the operator and manager of the Property, as defined in Section 2.1, located at 3900 Galt Ocean Drive, Fort Lauderdale, Florida 33308.

B. On July 1, 2003, the Parties entered into an agreement to permit the County to lease certain space in the Property to maintain and operate telecommunications equipment necessary for the County's public safety communications network ("Previous Agreement").

C. The Previous Agreement expired on June 30, 2018, and the County has been holding over the leased space in the Property pursuant to Section 6 of the Previous Agreement.

D. The Parties desire to enter this Agreement to allow the County to continue leasing a portion of the Property in accordance with the terms of this Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated herein.

2. **Description of Property.**

2.1 **Property.** The Association is the operator and manager of that certain real property, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement ("Property").

2.2 **Premises.** The Association warrants and represents that it is duly authorized to lease a portion of the Property ("Premises") to the County. The Association hereby leases to the County, and the County hereby leases from the Association, the Premises consisting of that certain mechanical penthouse and boiler room on the thirtieth (30th) floor of the Property, as depicted in **Exhibit B**, attached to and made a part of this Agreement.

3. **Term.**

3.1 The term of this Agreement shall be effective for fifteen (15) years commencing on the Effective Date ("Initial Term"). The Initial Term shall expire at 11:59 P.M. on June 30, 2033, unless terminated earlier pursuant to this Agreement. Thereafter, the term shall automatically renew for one (1) additional fifteen (15) year term ("Extended Term") upon the same terms and conditions of this Agreement. The Extended Term (if exercised) shall commence on July 1, 2033 and shall expire at 11:59 P.M. on June 30, 2048, unless terminated earlier pursuant to this Agreement. Notwithstanding the foregoing, either Party may end the term of the Agreement upon the expiration of the Initial Term by providing written notice to the other Party at least ninety (90) calendar days before the Initial Term expires. The Initial Term and the Extended Term (if exercised) are collectively referred to herein as the "Term."

3.2 If the Extended Term is exercised, the Parties shall, at least one hundred eighty (180) calendar days before the Extended Term expires, negotiate in good faith for a new agreement. Such new agreement shall contain the same terms and conditions of this Agreement, except as otherwise mutually agreed by the Parties and except for the amount of the Monthly Rent (as defined in Section 4). The Term of this Agreement, or any terms of future agreements, including any renewal options, shall be limited to thirty (30) year time periods in accordance with Section 125.031, Florida Statutes.

4. **Rent.** The County shall pay to the Association rent ("Monthly Rent") in accordance with **Exhibit C**, attached to and made a part of this Agreement (the "Rent Schedule"). The Monthly Rent shall be due on the first day of each calendar month during the Term. Such Monthly Rent payments shall be made in lawful money of the United States and mailed to the Association at 3900 Galt Ocean Drive, Fort Lauderdale, Florida, 33308, or at such other place as may be designated in writing by the Association to the County, no later than ten (10) calendar days after the due date of the Monthly Rent. Notwithstanding the foregoing, the Parties acknowledge that the

County has made timely payments of Monthly Rent from the Effective Date through the date that the Parties fully execute this Agreement.

5. **Use of Premises.**

- 5.1 The County and its employees, agents, and contractors (“Authorized Representatives”) may access, use, and occupy the Premises to maintain, inspect, repair, replace, remove, and operate, at the County’s sole option and cost, any County communications equipment, including, but not limited to, the public safety communications equipment, antennas, and other facilities necessary or useful to improve public safety communication services in the areas serviced by the County (“Equipment”). The Premises shall not be used for any other purpose whatsoever without the Association’s prior written consent.
- 5.2 The Parties agree that the drawings, plans, and/or specifications, attached to and made a part of this Agreement as **Exhibit D** (the “Plans”), reasonably detail the location and size of the Equipment on the Premises. The County may make necessary alterations or additions to the Equipment with the Association’s prior written approval, which approval shall not be unreasonably withheld or delayed. When such alterations or additions are approved by the Association, they shall become a part of the Plans.
- 5.3 The County shall obtain all necessary approvals, permits, and licenses required by any governmental authority for the installation and operation of the Equipment and for the County’s related activities on the Premises. The Association agrees to cooperate with the County’s efforts to obtain such approvals, permits, and licenses. The Association agrees to execute, within a reasonable time, not to exceed ten (10) calendar days after the County’s request, any consents required by any governmental authority as part of the County’s application for such approvals, permits, and licenses.
- 5.4 The County or the Authorized Representatives shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of the Association in and to the Premises. The County shall be responsible for the satisfaction or payment for any work, labor, material, or services claiming by, through, or under the County. The County shall discharge such liens by bonding, payment, or otherwise within ten (10) business days after receiving written



notice from the Association of the filing thereof; provided, however, that the County may contest, in good faith and by appropriate proceedings, any such liens.

- 5.5 Parking. The Association shall provide the County and its Authorized Representatives access and use of at least two (2) parking spaces, which shall be available among the guest parking spaces at the Property.
- 5.6 The County covenants that it will not, without the Association's prior written consent, permit the Premises to be used or occupied by any person, firm, entity, or corporation other than the County and its Authorized Representatives.
- 5.7 The County further covenants that it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Property; (ii) take any action, or keep anything in or about the Property, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Property; and (iv) use or occupy or permit the Property to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.
- 5.8 Noninterference by Association. The Association shall not use the Property in a manner that unreasonably interferes with the County Property (as defined in Section 10.1) or the County's use of the Premises. If such interference occurs, the Association shall correct the interference within forty-eight (48) hours after receiving notice from the County.
- 5.9 The Association shall be responsible for a third party act or omission unless the following occurs: (i) the Association cannot reasonably control or influence the third party, whether directly or indirectly; (ii) the third party act or omission was not approved or consented to by the Association; (iii) the Association lacked knowledge of the act or omission prior to the occurrence; and (iv) the act or omission was not caused by the Association, the Other Personnel (as defined in Section 6.4), or the Association's employees, agents, or contractors. Nothing in this Section 5.9 shall restrict or limit the Association's liability for damage to the County Property as provided under Section 10.1.

6. **Security and Access.**

- 6.1 The Association shall allow the County and its Authorized Representatives unescorted and reasonable access to the



Premises twenty-four (24) hours a day, seven (7) days a week, for the purposes allowed under this Agreement.

- 6.2 The County shall be solely responsible for securing the Premises and any improvements thereon, including the Equipment. The County may install an alarm and CCTV system, at its own cost and expense, to monitor the Equipment on the Premises.
- 6.3 The County may place, erect, display, maintain, and operate any interior or exterior signs at the Premises on or around the Equipment in accordance with Federal Communications Commission requirements. Except for the signs located at the Premises in accordance with this Section 6.3, the County shall not place any other signs on the Property.
- 6.4 The Association covenants that it will not, without the County's prior written consent, permit the County Property or the Premises to be accessed, used, or occupied by any person, firm, entity, or corporation other than the County and its Authorized Representatives ("Other Personnel"). If the County notifies the Association that it permits the Association to have Other Personnel access the County Property or the Premises, the Association shall escort and supervise the Other Personnel during such access.
- 6.5 During an Emergency, the Association may permit public safety personnel, such as local police or fire departments, to immediately access the County Property or the Premises after promptly notifying the following County personnel through electronic mail and telephone: **Jose De Zayas; JDEZAYAS@broward.org; Office: 954.357.8012**. The term "Emergency" shall mean any situation in which the County Property poses an immediate threat to the Property, or to the health and safety of any person on the Property.
- 6.6 No later than seven (7) business days after the Association allows immediate access to the County Property or the Premises in accordance with Section 6.5, the Association shall deliver to the County a report detailing the nature of the Emergency and explaining the necessity for the immediate access.

7. **Utilities and Other Services.**

- 7.1 During the Term, the Association shall make timely payments for all utility services furnished to the Premises and the improvements thereon, including the Equipment. If any utility service, necessary

to operate the Equipment, becomes unavailable or is interrupted for more than seven (7) consecutive days, the County may terminate this Agreement in accordance with terms and conditions herein.

- 7.2 The Association shall allow the County to use the Association's generator on the Property ("Association's Generator") for the Equipment. The Association shall properly maintain the Association's Generator in accordance with the manufacturer's specifications, and shall provide the County with proof of the preventative maintenance on a quarterly, semi-annual, and annual basis. Notwithstanding the foregoing provisions, if the Association's Generator does not have sufficient load capacity to support the Equipment, the County may install a generator on the Property ("County's Generator"). In the event that the County's Generator is necessary under this Section 7.2, the Parties shall revise the Plans to reasonably detail the location and the size of the County's Generator, as agreed to by the Parties. The Association may, with the County's prior written consent, use the County's Generator for the Property.

8. **Repairs and Maintenance.**

- 8.1 The Association shall, at its sole cost and expense, keep and maintain the Property in a clean, safe, good, and orderly condition, and make all necessary repairs and replacements thereto, including, without limitation, exterior of the Property; the roof; skylights; walls; foundations; sidewalks; floors; parking areas; driveways; windows; ceilings; common areas; elevators; the Association's Generator; uninterruptable power supplies; and all sprinkler, hot water, heating, ventilating, air conditioning, plumbing, electrical, and life-safety systems.
- 8.2 The Association shall also make any repairs required due to water leakage or any other emergency repairs for the Property. The term "emergency repair" shall include all replacements, renewals, alterations, additions, betterments, and capital expenses necessary to protect the health or safety of the County and its Authorized Representatives, or to prevent risk to the Property.
- 8.3 The Association shall begin any repairs required for the mechanical, electrical, or plumbing systems, or any repairs required under Section 8.2, within twenty-four (24) hours after receiving notice from the County.

- 8.4 The Association shall give the County written notice at least sixty (60) calendar days before performing any major repairs or extensive maintenance of the Property. During such repairs or maintenance, the Association shall not interfere with the County's use and occupancy of the Premises.
- 8.5 If the Association fails to meet its repair and maintenance obligations under this Section 8, the County may, but is not obligated to, perform such obligations and the Association shall reimburse the County within thirty (30) calendar days after receiving an invoice from the County that details the repairs made and the expenses incurred.

9. **Alterations and Improvements.**

- 9.1 The County may make non-structural changes, alterations, or additions to the Premises ("Personalty") without seeking consent from the Association.
- 9.2 The County may make structural alterations or additions to the Premises during the Term ("Improvements") with the Association's written consent, which shall not be unreasonably withheld or delayed. The Association shall provide a written response within ten (10) business days after receiving the County's request to make any Improvements.
- 9.3 All Personalty and Improvements shall (i) comply with all applicable laws; (ii) be compatible with the Property and its mechanical, electrical, heating, ventilating, air conditioning, and life-safety systems; (iii) not interfere with the use and occupancy of any other portion of the Property by any other resident or their visitors; and (iv) not affect the integrity of the structural portions of the Property.

10. **Equipment, Personalty, and Improvements on the Premises.**

- 10.1 All Equipment (including, without limitation, the County's Generator), Personalty, and Improvements shall belong to the County unless the Parties agree otherwise in writing (the "County Property"). The County Property shall be placed, maintained, and operated on the Premises at the County's sole risk and obligation. The Association shall not be liable for any damage to the County Property, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by the Association, its employees, agents, contractors, invitees, or visitors.



10.2 No later than four (4) years after the expiration or earlier termination of this Agreement ("Removal Period"), the County shall, at its sole cost and expense, remove the County Property and the County's other personal property from the Premises, and repair all damage caused by such removal. Any County Property, or other personal property of the County, not removed from the Premises within the Removal Period shall be deemed the property of the Association without further liability to the County.

11. **Damage and Destruction.**

11.1 If a fire, casualty, or other cause beyond the reasonable control of the Parties damages all or part of the Premises or the Property during the Term ("Casualty"), the Association shall, at its sole cost and expense, rebuild the damaged property to its original condition or better. If the Association must rebuild the damaged property in accordance with this Section 11.1, the Association shall not be responsible for repairing, replacing, or rebuilding any County Property.

11.2 The Association shall diligently commence the necessary repairs or reconstruction of the property damaged by a Casualty. Within a reasonable time, not to exceed ten (10) calendar days after a Casualty occurs, the Association shall provide the County with written notice specifying the time that will be reasonably needed to repair or reconstruct the damaged property.

11.3 If a Casualty renders the Premises untenable in the County's reasonable judgment, all payments of Monthly Rent shall cease until the damaged property is repaired or reconstructed. If a Casualty destroys the Property, or requires substantial rebuilding of the Property, Monthly Rent shall be paid up to the date of the Property's destruction, and this Agreement shall be terminated with no further liability to the County. The term "substantial rebuilding" shall mean that at least fifty percent (50%) of the Property needs to be rebuilt, repaired, or replaced based on an independent evaluation of a third party consultant who is selected by both of the Parties.

11.4 Force Majeure. The performance by the Association and the County of their obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the

reasonable control of the Party delayed, but not delays resulting from changes in economic or market conditions, or financial or internal problems of the Party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay under this Section 11.4, the delayed Party will (i) notify the other Party of the delay within seven (7) business days after the delay occurs; and (ii) give the other Party a weekly update, which describes in reasonable detail the nature and status of the delayed Party's efforts to end the delay.

12. **Default and Remedies.**

12.1 A "County Default" shall occur when the County materially breaches any of its obligations under this Agreement, and the breach continues for a period of sixty (60) calendar days after the County receives written notice from the Association, or such additional time as may be reasonably required if the cure cannot be completed within sixty (60) calendar days but is timely commenced and is diligently prosecuted.

12.2 An "Association Default" shall occur when the Association materially breaches any of its obligations under this Agreement, and the breach continues for a period of sixty (60) calendar days after the Association receives written notice from the County, or such additional time as may be reasonably required if the cure cannot be completed within sixty (60) calendar days but is timely commenced and is diligently prosecuted.

12.3 If a County Default occurs, as set forth in Section 12.1, then the Association may elect one of the following remedies:

12.3.1 Termination of this Agreement and the County's right to possession of the Premises by providing the County with written notice specifying a termination date, which must be at least ninety (90) calendar days after the date of such notice;

12.3.2 Re-enter and take possession of the Premises, or any part of the Premises; expel the County, and those claiming a right to possession of the Premises through or under the County, from the Premises; and have the County Property removed from the Premises in accordance with Section 10.2; or

12.3.3 Pay the amount or perform the obligation that the County has failed to do, and the County shall reimburse the Association within thirty (30) calendar days after receiving an

invoice from the Association that details the correction made and the expenses incurred.

12.4 If an Association Default occurs, as set forth in Section 12.2, then the County may elect one of the following remedies:

12.4.1 Termination of this Agreement by providing the Association with written notice specifying a termination date, which must be at least ninety (90) calendar days after the date of such notice; or

12.4.2 Pay the amount or perform the obligation that the Association has failed to do, and the Association shall reimburse the County no later than thirty (30) calendar days after receiving an invoice from the County that details the correction made and the expenses incurred.

13. **Termination.** In addition to the termination rights provided for in Sections 7.1, 11.3, 12, 17.1, and 36, the Parties agree to the following:

13.1 The County shall have the right to terminate this Agreement for convenience by providing written notice to the Association at least ninety (90) calendar days before the date of termination.

13.2 If at any time the County Administrator (as defined below) determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the County Administrator may terminate the Agreement upon providing such written notice as the County Administrator deems appropriate under the circumstances. The "County Administrator" is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

14. **Holdover by County.** The County may remain in possession of the Premises after the expiration of this Agreement ("Holdover"), but a Holdover shall not be deemed or construed to be a renewal or extension of the Agreement. Any Holdover by the County shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Agreement in effect on the last day of the Term. Either Party may terminate a Holdover at the end of any month upon providing written notice to the other Party at least thirty (30) calendar days in advance.

15. **Assignment.** The County shall not assign or transfer this Agreement without the Association's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If all of the County's interests in the Premises are assigned pursuant to this Section, such assignment shall relieve the County from all liability under this Agreement. Notwithstanding the foregoing, the Association may



require the assignee to enter into a lease agreement with the Association on substantially the same terms of this Agreement.

16. **Change in Ownership / Encumbrances.**

16.1 If the Association sells any part of the Premises during the Term of this Agreement, it shall immediately, together with the new owner(s), give the County written notice regarding to whom and where future Monthly Rent shall be paid. If either the Association or the new owner(s) fail to notify the County, the County shall withhold payment of the Monthly Rent until such notice is received from both the Association and the new owner(s). The withholding of such Monthly Rent, in accordance with this Section 16.1, shall not be construed as a default under the Agreement.

16.2 Any mortgage or sale of the Premises shall require the execution of a subordination, non-disturbance, and attornment agreement, which shall run with the land in favor of the County and shall be recorded in the Public Records of Broward County, Florida. No mortgage or lien shall encumber the County Property and County's other personal property on the Premises.

17. **Eminent Domain.** If the Premises is taken or condemned by a governmental authority or entity having the power of eminent domain, the Parties agree as follows:

17.1 The Term of this Agreement shall be terminated if (i) the entire Premises is taken by the exercise of the power of eminent domain; or (ii) in the event of a partial taking, the County determines that the remaining portion of the Premises is insufficient for the County Property. Upon such termination of the Term, the Parties shall be released from their respective obligations under this Agreement effective on the date title to the property is transferred to the condemning authority.

17.2 The Term of this Agreement shall continue in effect if, in the event of a partial taking, the County determines that the remaining portion of the Premises is sufficient for the County Property.

18. **Surrender.** Subject to all applicable provisions of this Agreement, the County agrees that it will peaceably surrender and deliver the Premises to the Association in a good condition, normal wear and tear excepted, upon the expiration or earlier termination of this Agreement.

19. **Inspections.** The Association, its employees, or agents may enter upon the Premises to examine the Premises or to make necessary repairs thereto by

providing advance notice to the County's Office of Regional Communications and Technology at least forty-eight (48) hours prior to such entry.

20. **Insurance.**

20.1 Throughout the Term of this Agreement, the Association shall, at its expense, keep the Property insured against loss or damage by fire, together with extended coverage for the full replacement value of the Property. The Association shall include the County as an additional insured under the insurance policies required by this Agreement. Broward County, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, shall be listed as a certificate holder on the Certificates of Insurance.

20.2 The County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, as may be amended from time to time. The County has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the County's sovereign immunity.

21. **Indemnification/Liability.**

21.1 The Association shall at all times hereafter indemnify, hold harmless, and defend the County and all of the County's current and former officers, agents, servants, and employees (collectively and individually, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Association, its current or former officers, employees, agents, residents, visitors, invitees, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the Association shall, upon written notice from the County, defend each Indemnified Party against each such Claim by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

21.2 To the extent permitted by law, and without the County waiving its sovereign immunity or waiving any limits established by Section

768.28, Florida Statutes, the County is responsible for all personal injury and property damage caused on the Property by the negligent or wrongful act or omission of the County or its officers, employees, or agents.

21.3 The obligations of this Section 21 shall survive the expiration or early termination of this Agreement.

22. **Taxes and Assessments.** If any taxes, fines, assessments, or other charges are levied under this Agreement, or against the Premises or the Property ("Taxes"), the Association shall be responsible for paying such Taxes to the applicable taxing authority.

23. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, along with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

**FOR COUNTY:**

Broward County Administrator  
Governmental Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email Address: bhenry@broward.org

With a copy to:

Director of Office of Regional Communications and Technology  
115 S. Andrews Avenue, Room 325  
Fort Lauderdale, Florida 33301  
954-357-8570  
Email Address: bbayag@broward.org

And

Director of Real Property Section  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
Email Address: pbhogaita@broward.org

**FOR ASSOCIATION:**

General Manager  
3900 Galt Ocean Drive  
Fort Lauderdale, Florida 33308  
Email Address: assistant@playadelmar.net



24. **Contract Administrators.**

24.1 The Association has delegated authority to Trudi King, or his/her designee, to take any action necessary to implement and administer this Agreement ("Association's Contract Administrator"). The Association's Contract Administrator is authorized to exercise the Association's rights and obligations under this Agreement, including, but not limited to, giving consent or providing notice to the County when necessary, collection of Monthly Rent, and terminating this Agreement.

24.2 The County has delegated authority to the County Administrator, or his/her designee, to take any action necessary to implement and administer this Agreement ("County's Contract Administrator"). The County's Contract Administrator is authorized to exercise the County's rights and obligations under this Agreement, including, but not limited to, giving consent or providing notice to the Association when necessary, exercising the Renewal Term option, and terminating this Agreement.

25. **Damages.** Neither Party shall be liable to the other Party for any lost profits, special, incidental, punitive, exemplary, or consequential damages, including, but not limited to, frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages.

26. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Association and the County.

27. **Materiality and Waiver of Breach.** The Association and the County agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

28. **Independent Contractor.** Each Party is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created by this Agreement. The Parties do not extend to each other any authority of

any kind to bind one another in any respect whatsoever.

29. **Third Party Beneficiaries.** Neither the Association nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

30. **Compliance with Laws.** The Association and the County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

31. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

32. **Headings and Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

33. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

34. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms of the Agreement shall be predicated upon any prior representation or agreement, whether oral or written.

35. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding



radon and radon testing may be obtained from the County Public Health Unit.

36. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Association and the County elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 36 shall be made within ten (10) business days after the court's finding becomes final.

37. **Environmental Contamination.** The Association represents and warrants to the County that as of the Effective Date, neither the Association, nor to the best of the Association's knowledge has any third party, used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property. The Association covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Property (other than the normal and customary petroleum products used in the operation of the generators or motor vehicles on the Property) during the Term.

38. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE ASSOCIATION AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 38, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

39. **Attorney's Fees.** Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as provided for in Section 38.

40. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.



41. **Incorporation by Reference.** Attached **Exhibits A, B, C, and D** are incorporated into and made a part of this Agreement.

42. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

43. **Recording.** The County, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.

44. **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

**[SIGNATURES AND EXHIBITS ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Agenda Item No. \_\_\_\_), and the PLAYA DEL MAR ASSOCIATION, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor or Vice-Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: IRMA QURESHI 10/31/18  
Irma Qureshi (Date)  
Assistant County Attorney

By: ANNIKA E. ASHTON 10/31/18 for  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

**LEASE AGREEMENT BETWEEN PLAYA DEL MAR ASSOCIATION, INC. AND BROWARD COUNTY.**

ASSOCIATION

Playa Del Mar Association, Inc., a Florida corporation

Signed, sealed, and delivered in the presence of

[Signature]  
Witness 1  
FREDERICK H NESBITT  
Printed/Typed Name

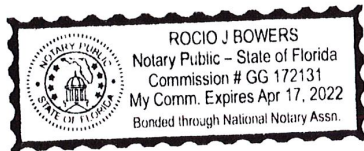
[Signature]  
Witness 2  
Abigail Cruz  
Printed/Typed Name

By: [Signature]  
Print Name: Kenneth Handler  
Title: President  
Dated: 10-25-2018

**ACKNOWLEDGEMENT**

STATE OF FLORIDA }  
COUNTY OF Broward }

The foregoing instrument was acknowledged before me this 25 day of October, 2018, by Kenneth Handler as President of Playa Del Mar Association, Inc., a Florida corporation. She is  is personally known to me or  provided a personally for identification.



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA  
Rocio Bowers  
(Printed Name of Notary)

Commission Expires: 4/17/2022  
Commission No: GG 172131  
(Seal)



**EXHIBIT A**

**PROPERTY**

**Legal Description:**

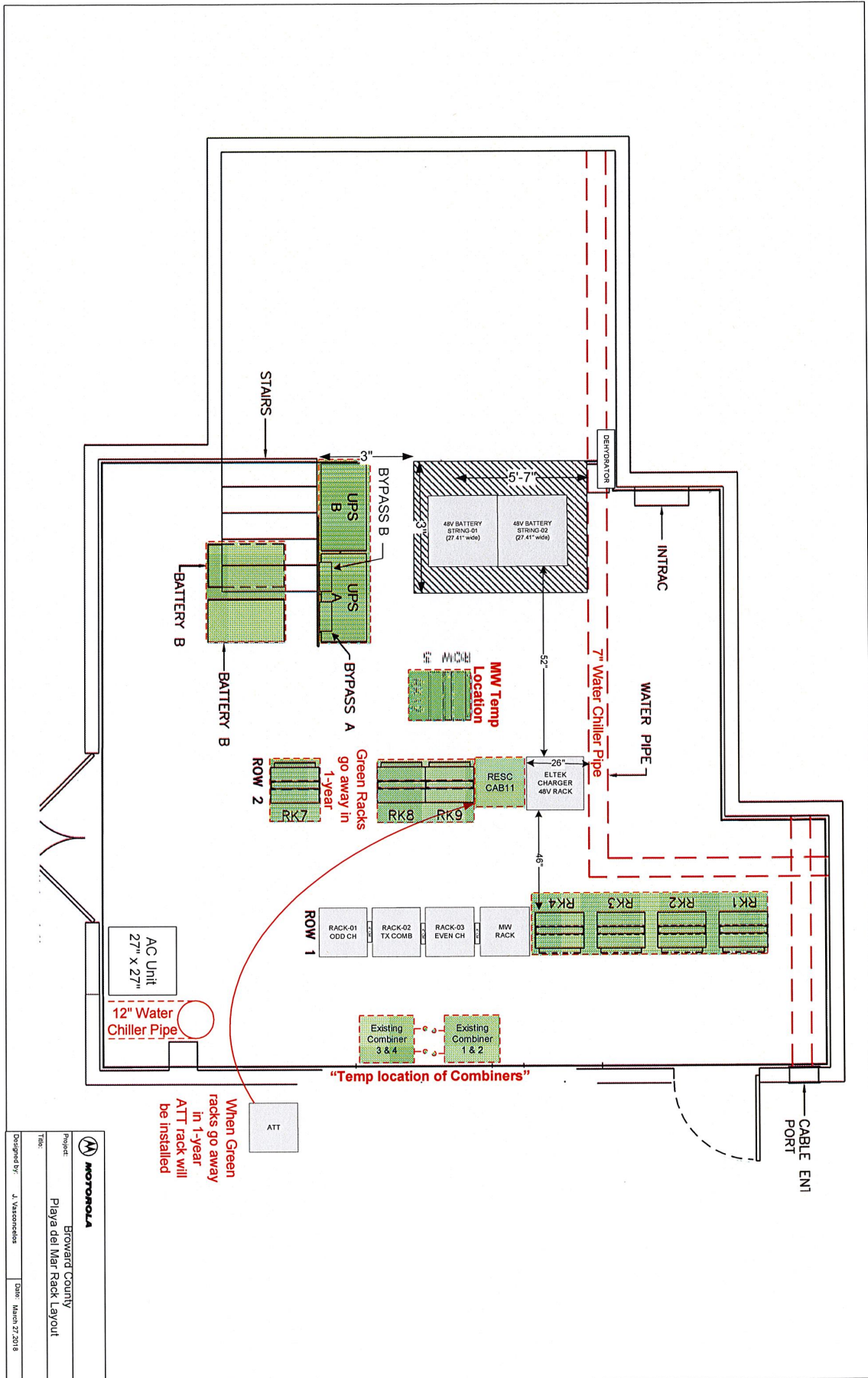
Playa Del Mar Condominium according to the Declaration of Condominium thereof recorded in the Public Records of Broward County, Florida, at Official Record Book 6163, Page 807, as amended.

**Site Address:**

3900 Galt Ocean Drive, Fort Lauderdale, Florida 33308

**EXHIBIT B**

**PREMISES**



**MOTOROLA**  
 Project: Broward County  
 Playa del Mar Rack Layout  
 Title: \_\_\_\_\_  
 Designed by: J. Vasconcelos Date: March 27, 2018



**EXHIBIT C**  
**RENT SCHEDULE**

**Rent Schedule: PLAYA DEL MAR, E-911 communications**

15-Year Initial Term		Year:	1	2	3	4	5
Begin Dates:			7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Rent (per month):	\$5,219.56		\$5,219.56	\$5,323.95	\$5,430.43	\$5,539.04	\$5,649.82
1st Year (per year):	\$62,634.72						
Escalation % per year:	2.00%		\$62,634.72	\$63,887.41	\$65,165.16	\$66,468.47	\$67,797.84
Rent 5-yr Term:		\$325,953.60					

15-Year Initial Term		Year:	6	7	8	9	10
Begin Dates:			7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Monthly Rent			\$5,762.82	\$5,878.07	\$5,995.63	\$6,115.55	\$6,237.86
Annual Rent			\$69,153.79	\$70,536.87	\$71,947.61	\$73,386.56	\$74,854.29
Rent 5-yr Term:		\$359,879.11					

15-Year Initial Term		Year:	11	12	13	14	15
Begin Dates:			7/1/2028	7/1/2029	7/1/2030	7/1/2031	7/1/2032
Monthly Rent			\$6,362.61	\$6,489.87	\$6,619.66	\$6,752.06	\$6,887.10
Annual Rent			\$76,351.37	\$77,878.40	\$79,435.97	\$81,024.69	\$82,645.18
Rent 5-yr Term:		\$397,335.62					

15-Year Renewal Term		Year:	16	17	18	19	20
Begin Dates:			7/1/2033	7/1/2034	7/1/2035	7/1/2036	7/1/2037
Monthly Rent			\$7,024.84	\$7,165.34	\$7,308.64	\$7,454.82	\$7,603.91
Annual Rent			\$84,298.09	\$85,984.05	\$87,703.73	\$89,457.80	\$91,246.96
Rent 5-yr Term:		\$438,690.63					

15-Year Renewal Term		Year:	21	22	23	24	25
Begin Dates:			7/1/2038	7/1/2039	7/1/2040	7/1/2041	7/1/2042
Monthly Rent			\$7,755.99	\$7,911.11	\$8,069.33	\$8,230.72	\$8,395.33
Annual Rent			\$93,071.90	\$94,933.34	\$96,832.00	\$98,768.64	\$100,744.02
Rent 5-yr Term:		\$484,349.90					

15-Year Renewal Term		Year:	26	27	28	29	30
Begin Dates:			7/1/2043	7/1/2044	7/1/2045	7/1/2046	7/1/2047
Monthly Rent			\$8,563.24	\$8,734.51	\$8,909.20	\$9,087.38	\$9,269.13
Annual Rent			\$102,758.90	\$104,814.08	\$106,910.36	\$109,048.56	\$111,229.53
Rent 5-yr Term:		\$534,761.43					

**EXHIBIT D**

**PLANS**



**S-001  
GENERAL NOTES**

**PLAYA DEL MAR**  
3900 GALT OCEAN DRIVE  
FORT LAUDERDALE, FL 33308

AMEC PROJECT NO. 6166-17-0575  
DRAWN: M. DANIEL    CHECKED: F.D. SHIVER  
APPROVED: F.D. SHIVER    DATE: 05-16-2018

**MOTOROLA SOLUTIONS**  
1700 BELLE MEADE COURT  
LAWRENCEVILLE, GEORGIA 30043  
PHONE: (770) 673-6487  
FAX: (770) 338-9999



**amec foster wheeler**  
AMEC ENVIRONMENT AND INFRASTRUCTURE, INC.  
1075 BIG SHANTY RD NW, SUITE 100  
PHONE: (770) 421-8400    FAX: (770) 421-3486

**GENERAL NOTES:**

1. DRAWINGS AND DETAILS CONTAINED THEREIN SUPPORT THE INSTALLATION MOTOROLA EQUIPMENT LISTED ON TABLE 1.0 OF 6-101.
2. THE MAINING STRUCTURE IS DESIGNED TO BE STABLE AFTER THE INSTALLATION IS FULLY COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE MAINING STRUCTURE IN ORDER TO ENSURE THE SAFETY OF THE CONSTRUCTION AND ITS PARTS DURING ERECTION.
3. ALL CONSTRUCTION SHALL COMPLY FULLY WITH THE APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE, AS AMENDED, AND ANY LOCAL ORDINANCES, RULES AND REGULATIONS SPECIFIED IN THE CODES SHALL BE ADHERED TO AS IF THEY WERE CALLED FOR OR SHOWN ON THE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE PROCEEDING WITH ORDERING OF ANY MATERIAL, FABRICATION AND INSTALLATION OF ANY MATERIALS. NO EXTRA CHARGE/COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S NEGLIGENCE IN VERIFYING THE MEASUREMENTS. ANY DISCREPANCIES SHOULD IMMEDIATELY BE FORWARDED TO THE OWNER/CLIENT AND ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SHOULD BE CLEAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

**DESIGN LOADS:**

1. THE TOWER DESIGN COMPLIES WITH THE TV/EH-222-G CODE. THE TOWER WAS DESIGNED FOR:
  - A ULTIMATE WIND SPEED OF 180 MPH
  - EXPOSURE CATEGORY = D
  - STRUCTURAL CLASS = II

**FIELD ERECTION:**

1. THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES. THE TOWER MODIFICATION LIST IS ONLY AN ILLUSTRATED SEQUENCE.
2. REQUIRED MODIFICATIONS ARE TO BE COMPLETED IN CALM WEATHER WHEN THE WIND VELOCITY IS LESS THAN 15 MPH AT GROUND ELEVATION.
3. ANY DAMAGE TO GALVANIZING SHALL BE CLEANED AND RE-COATED WITH ZINC RICH PAINT IN ACCORDANCE WITH ASTM 123 AND THE MANUFACTURER'S SPECIFICATION.
4. CONTRACTOR SHALL TAKE THE NECESSARY ERECTION PRECAUTIONS WITHIN THE VICINITY OF ANY TELEPHONE/POWER LINES.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL PROCEDURES AND PROCEDURES UNLESS DURING ASSEMBLY AND ERECTION DOES NOT COMPROMISE THE SAFETY OF ANY PERSONNEL. THE INSTALLATION CREW SHALL COMPLY WITH ALL INSTALLATION PROCEDURES, SAFEGUARDS AND MEANS AND METHODS OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF OSHA AND THE FLORIDA BUILDING CODE (LATEST EDITION).
6. UPON COMPLETION OF ALL WORK, THE SITE SHALL BE CLEANED OF ALL DEBRIS AS REQUIRED. ALL MATERIALS AND EQUIPMENT SHALL BE REMOVED FROM THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.

**STRUCTURAL STEEL:**

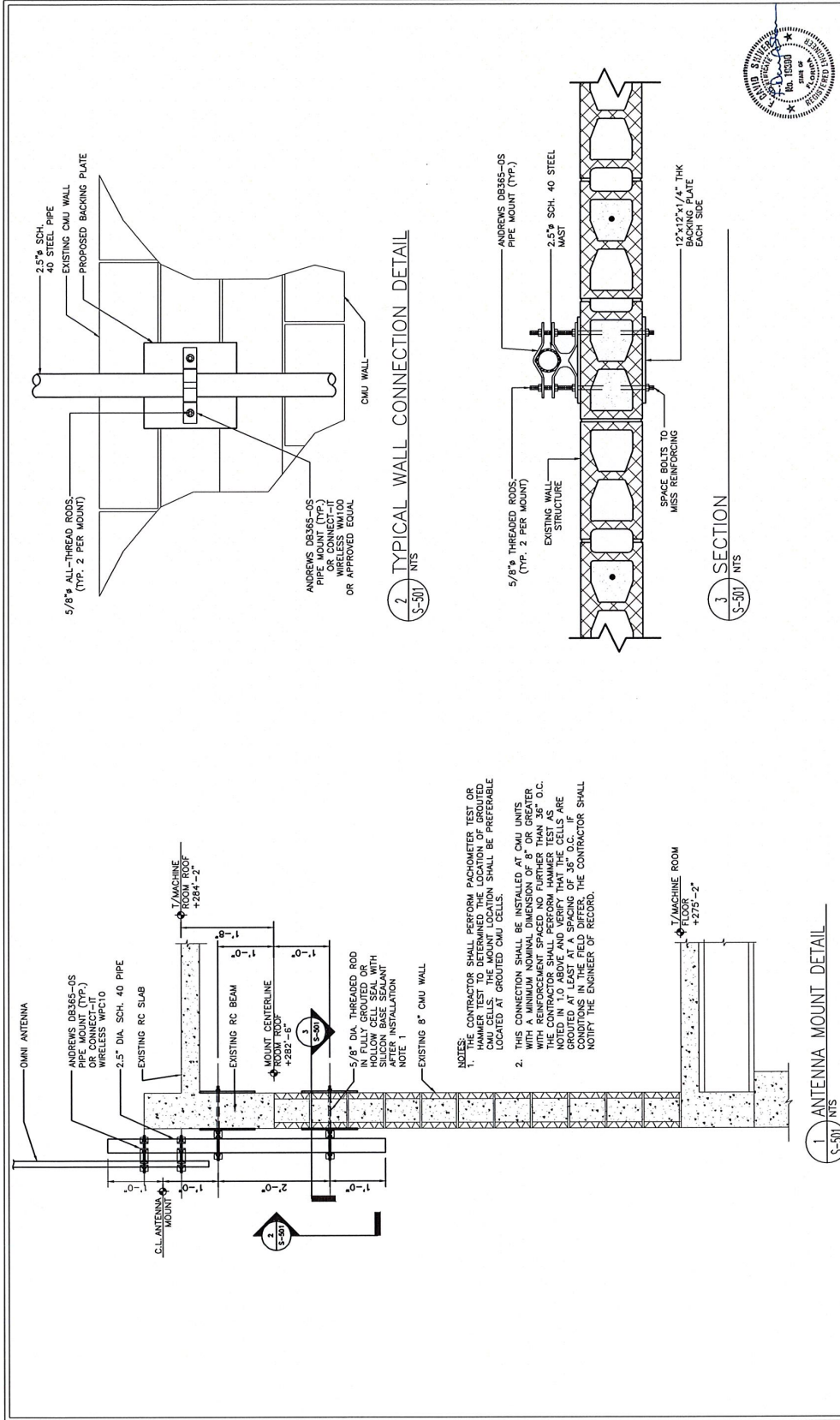
1. ALL STEEL FABRICATIONS AND CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF EN/7H-222-G STANDARDS AND THE LATEST EDITION OF THE ASSC "MANUAL OF STEEL CONSTRUCTION".
2. ALL NEW STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 STANDARD. ALL BOLTS ARE GALVANIZED IN ACCORDANCE WITH ASTM A153 (HOT DIPPED).
3. THE MINIMUM YIELD STRENGTH OF STRUCTURAL MATERIAL SHALL BE AS FOLLOWS:
  - PIPES ASTM A53 GRADE B, HOT DIPPED GALVANIZED
  - CONNECTION BOLTS: A36, HOT DIPPED GALVANIZED
4. ALL BOLTS SHALL BE TIGHTENED USING THE "TURN-OF-NUT" METHOD AS DESCRIBED IN THE LATEST EDITION OF THE ASSC STANDARD.
5. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE PROPOSED LOADS LISTED ON TABLE 2.0 ARE INSTALLED.

NO.	DATE	PERSON
01	05/16/18	ISSUED FOR CONSTRUCTION









2 TYPICAL WALL CONNECTION DETAIL  
S-501 NTS

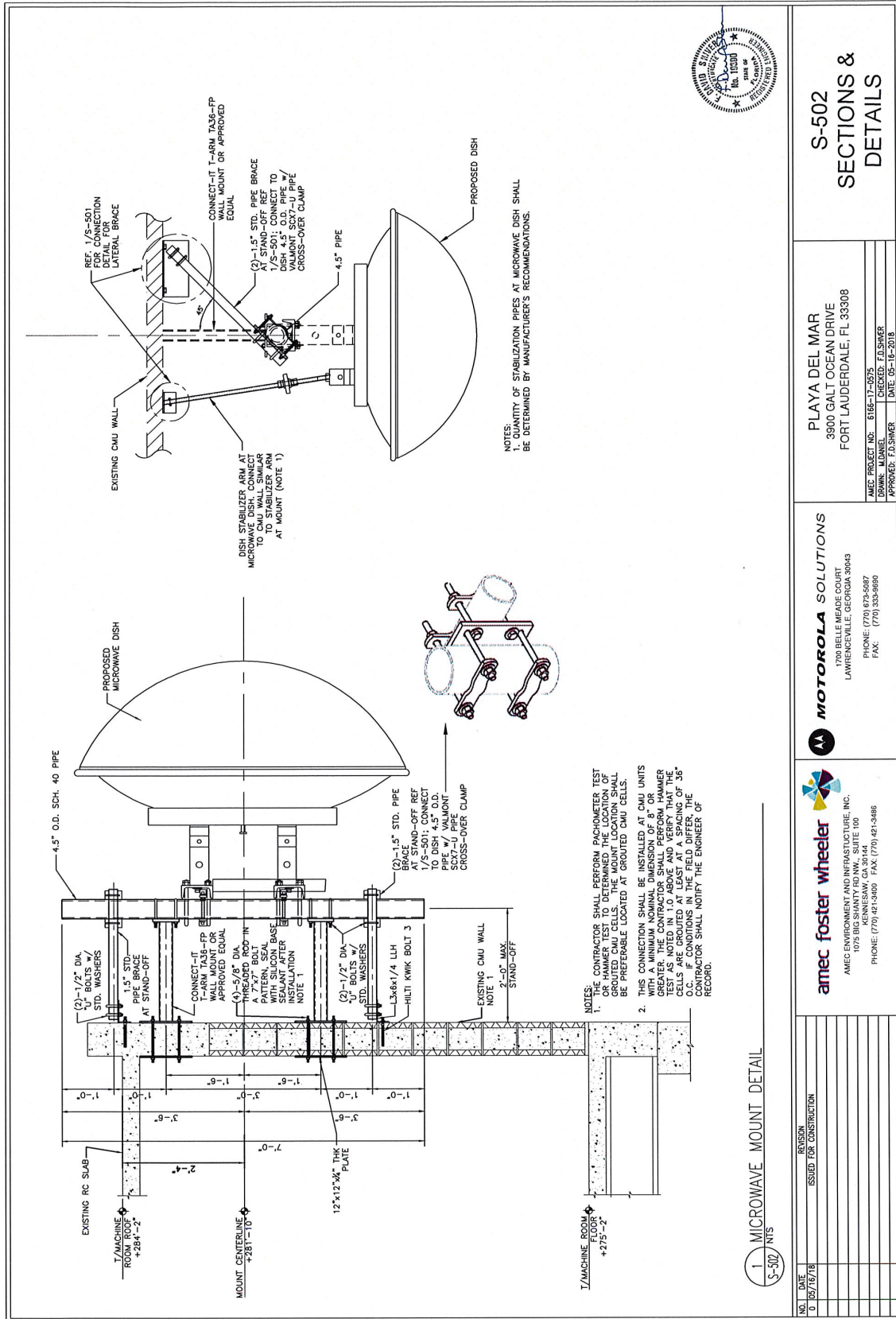
3 SECTION  
S-501 NTS

NOTES:  
1. THE CONTRACTOR SHALL PERFORM PACHOMETER TEST OR HAMMER TEST TO DETERMINE THE LOCATION OF GROUDED CUMULATIVE MOUNTING SHALL BE PREFERABLE LOCATED AT GROUDED CUMULATIVE MOUNTING.  
2. THIS CONNECTION SHALL BE INSTALLED AT CUMULATIVE MOUNTING WITH A MINIMUM NOMINAL DIMENSION OF 8" OR GREATER WITH REINFORCEMENT SPACED NO FURTHER THAN 36" O.C. THE CONTRACTOR SHALL PERFORM HAMMER TEST AS DESCRIBED AT LAST AND SPACING OF 36" O.C. IF CONDITIONS IN THE FIELD DIFFER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD.



NO.	DATE	REVISION
0	02/10/18	ISSUED FOR CONSTRUCTION
<p><b>amec foster wheeler</b> AMEC ENVIRONMENT AND INFRASTRUCTURE, INC. 1075 BIG SHANTY RD NW, SUITE 100 KENNESAW, GA 30144 PHONE: (770) 421-5000 FAX: (770) 421-5486</p>		
<p><b>MOTOROLA SOLUTIONS</b> 700 BILLY WARE COURT LAWRENCEVILLE, GEORGIA 30043 PHONE: (770) 873-5087 FAX: (770) 333-8990</p>		
<p>PLAYA DEL MAR 3900 GALT OCEAN DRIVE FORT LAUDERDALE, FL 33308</p>		
<p>S-501 SECTIONS &amp; DETAILS</p>		
<p>AMEC PROJECT NO.: 6166-17-0075 DRAWN: M. MANUEL APPROVED: F.J. SHINER</p>		<p>CHECKED: F.J. SHINER DATE: 05-18-2018</p>





NOTES:  
1. QUANTITY OF STABILIZATION PIPES AT MICROWAVE DISH SHALL BE DETERMINED BY MANUFACTURER'S RECOMMENDATIONS.

NOTES:  
1. THE CONTRACTOR SHALL PERFORM PUNCHLIST TEST OR HAMMER TEST TO DETERMINE THE LOCATION OF GROUDED CMU CELLS. THE MOUNT LOCATION SHALL BE PREFERABLE LOCATED AT GROUDED CMU CELLS.  
2. THIS CONNECTION SHALL BE INSTALLED AT CMU UNITS WITH A MINIMUM NOMINAL DIMENSION OF 8" OR GREATER. THE CONTRACTOR SHALL PERFORM HAMMER TEST NOTE 1 FOR ALL CMU UNITS AND PERFORM THE O.C. IF CONDITIONS IN THE FIELD DIFFER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD.

1 MICROWAVE MOUNT DETAIL  
S-502

S-502  
SECTIONS &  
DETAILS

PLAYA DEL MAR  
3900 GALT OCEAN DRIVE  
FORT LAUDERDALE, FL 33308  
AMEC PROJECT NO: 6166-17-0575  
DRAWN: MANUEL  
CHECKED: F.J. SHAKER  
APPROVED: F.J. SHAKER  
DATE: 05-18-2018

MOTOROLA SOLUTIONS  
700 BIELLE MEADE COURT  
LAWRENCEVILLE, GEORGIA 30043  
PHONE: (770) 873-5687  
FAX: (770) 333-9690

amec foster wheeler  
AMEC ENVIRONMENT AND INFRASTRUCTURE, INC.  
1075 BIG SHANTY RD NW, SUITE 100  
KENNESAW, GA 30144  
PHONE: (770) 421-7000 FAX: (770) 421-3486

NO.	DATE	REVISION
0	02/19/18	ISSUED FOR CONSTRUCTION